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**THIS BOOK DOES
NOT CIRCULATE**

AGREEMENT

between the

Lumberton Township Board of Education

and the

Florence L. Walther Teachers' Association

July 1, 1970 - June 30, 1971

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RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel whether under contract, or on leave, employed by the Board, including:

Classroom teachers
Art teachers
Music teachers
Nurses
Physical Education teachers
Reading teachers
Speech teachers

- B. Unless otherwise indicated, the term "teachers", when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiations unit as above defined, and references to male teachers shall include female teachers.

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiation, the Board and the Association shall present relevant data, exchanging points of view and make proposals and counter proposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations as is allowed under Title 18 of the Statutes of New Jersey.
- D. 1. Representatives of the Board and the Association's negotiating committee shall meet at least twice a year for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party shall submit to the other, at least (3) days prior to the meeting, an agenda covering matters they wish to discuss.
3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- F. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either of the parties at the time they negotiated or executed this Agreement.
- G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

GRIEVANCE PROCEDUREA. DEFINITIONS

1. A "grievance" shall mean a complaint by an employee (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to any matter which (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (b) the Board of Education is without authority to act or (c) a complaint of a non-tenure teacher which arises by reason of his not being re-employed. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PROCEDURE1. Level One

A teacher with a grievance shall first discuss it with his principal or immediate supervisor.

2. Level Two

If the aggrieved person is not satisfied with the disposition of his case at Level One (1) or if no decision is rendered after three (3) days (school days), he may file a grievance in writing to the principal.

3. Level Three

If the aggrieved person is not satisfied with the disposition of his case at Level Two (2) or if no written decision is rendered by the principal after five (5) school days, he may file his grievance in writing with the superintendent of schools.

4. Level Four

If the aggrieved is not satisfied with the disposition of his case at Level Three (3) or if no written decision has been rendered by the superintendent of schools after seven (7) school days, he may refer his grievance to the chairman of the Association committee on Professional Rights and Responsibilities.

GRIEVANCE PROCEDURE

The Professional Rights and Responsibilities Committee may, if it believes the grievance has merit, request the matter be submitted to the Board's committee for Negotiations and Grievances.

The Board's Committee shall meet with the aggrieved and/or his Association's representative within ten (10) school days or notification to the Board's committee. Notification to the Board's committee shall be via the Superintendent of Schools.

5. Level Five

If the decision of the Board's committee not be rendered within ten (10) school days or if the decision reached is not satisfactory, the grievance may be presented to the Commissioner of Education for review.

TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

DUTY-FREE LUNCH PERIODS AND PREPARATION TIME

- A. Teachers shall have a daily duty-free lunch period of thirty (30) minutes.
- B. Classroom teachers shall in addition to the lunch period, have weekly preparation time during which they shall not be assigned to any other duties.
- C. In order to insure weekly preparation time, in compliance with section B, the Board shall provide a paid substitute to supervise in the absence of special teachers. Special teachers shall include: Art teachers, Music teachers, Physical Education teachers, Reading teachers and Spanish teachers.
- D. In order to comply with section C, the Florence L. Walther Teachers' Association shall aid in the recruiting of certified substitutes who are trained and capable of conducting classes in the disciplines of Art, Music, Physical Education, Corrective Reading and Spanish.
- E. Exceptions to the provisions of section A, B and C may be made in cases of emergency.
- F. Teachers not having homeroom duties shall use the unassigned time between the regular reporting time and the first assigned class, and the time between the close of the assigned class and teacher dismissal time for preparation. This time shall be counted toward compliance with section B.

ARTICLE VI

6.1

SALARY GUIDE

Exp.	Non-Degree	B.	B+10	B+20	B+30	Master	M+10	M+20	M+30
0	6400	7000	7100	7200	7300	7600	7700	7800	7900
1	6700	7300	7400	7500	7600	7900	8000	8100	8200
2	7000	7600	7700	7800	7900	8200	8300	8400	8500
3	7325	7925	8025	8125	8225	8525	8625	8725	8825
4	7650	8250	8350	8450	8550	8850	8950	9050	9150
5	7975	8575	8675	8775	8875	9175	9275	9375	9475
6	8300	8900	9000	9100	9200	9500	9600	9700	9800
7	8625	9225	9325	9425	9525	9825	9925	10025	10125
8	8950	9550	9650	9750	9850	10150	10250	10350	10450
9	9275	9875	9975	10075	10175	10475	10575	10675	10775
10	9600	10200	10300	10400	10500	10800	10900	11000	11100
11	9900	10500	10600	10700	10800	11100	11200	11300	11400

The School Nurse shall receive a maximum salary for the school year 1970-71 of \$8,100 with double increments thereafter until proper place on the non-degree guide is achieved.

EXTRA CURRICULAR ACTIVITIES

- A. Assignment and remuneration for after-school activities that are conducted on a regularly scheduled basis will be negotiated directly between the individual and the Board and is not part of this Agreement.

The establishment and/or discontinuance of these activities is a Board prerogative.

TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following non-accumulative leaves of absence with full pay during each school year:

A. Death in Immediate Family

A maximum of five days per year will be allowed for death in the immediate family. Immediate family shall consist of parent, child, spouse, brother, sister, grandchild, spouse's parent, or person residing in the employee's home.

B. Serious Illness in Immediate Family

A maximum of three (3) days per year will be allowed for serious illness in the immediate family.

Serious illness is considered to be one requiring hospitalization and/or major surgery.

When possible, requests for this leave should be made 24 hours in advance of the date requested.

Immediate family shall be the same as that defined in Article VIII-A.

C. Business Days

A maximum of two (2) business days per year is allowed to meet emergency situations. A business day is considered to be a day to conduct business that cannot be conducted at any other time, and shall not immediately precede or succeed a holiday, and covers the following situations:

1. Graduation exercises if the graduate is the employee or the employee's spouse, child, brother, sister or grandchild.

2. Marriage of the employee or the employee's son, daughter, brother, sister or grandchild.

3. Court appearance by order of the court (teachers are excused from jury duty) defendant, complainant, witness. The employee shall not be entitled to this time should his court involvement concern charges initiated by said employee against the Board of Education and/or its agents.

4. Birth of a child to the employee's spouse or child.

5. Property transactions involving the closing of real estate property owned by or to be purchased by the employee.

Requests for business days must be submitted to the principal in writing 24 hours in advance of the day requested, except in C-4.

Requests for days other than those listed under Article VIII-C will be considered separately. Other leaves of absence with pay may be granted by the Board for good reason.

INSURANCE

- A. Enrollment of all teachers desiring coverage in the Health Insurance Plan known as the New Jersey Public and School Employees Health Benefits Plan.

Coverage is limited to the basic plan generally known as Blue Cross and Blue Shield. Coverage shall include Major Medical Insurance.

Only the employee is covered by the plan and the total cost per employee shall not exceed \$9.14 per month or \$109.68 per year.

The employee may purchase additional coverage at his own expense.

Effective enrollment date is subject to the rules and regulations of the New Jersey Public and School Employees Health Benefits Plan. The Board of Education is absolved of all responsibility of coverage from the initial employee request for coverage until the effective date of coverage.

The Board of Education reserves the right to determine the insurance carrier and guarantees the coverage to be equal to the coverage under the present plan.

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for the New Jersey Education Association, The National Education Association, The Burlington County Education Association and the Florence L. Walther Teachers' Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Florence L. Walther Teachers' Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorization shall be in writing in the form set forth below:

*****AUTHORIZATION*****
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Social Security Number _____

School Building _____ School District _____

To: Disbursing Officer - Lumberton Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organization indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor.

I designate the Florence L. Walther Teachers' Association to receive dues and distribute according to the organization (s) indicated:

New Jersey Education Association

☐

National Education Association

☐

Burlington County Education Association

☐

Florence L. Walther Teachers' Association

☐

DEDUCTION FROM SALARY

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1970 and shall continue in effect until June 30, 1971, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. The Agreement is tentative pending passage of the proposed school budget. Should the budget for the school year 1970-71 be defeated, the Agreement shall become null and void and negotiations reopened.
- C. In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

Florence L. Walther Teachers' Assoc.

By

Barbara G. Leighton
(President)

Lumberton Board of Education

By

Richard L. Loomis
(President)

By

Judith S. Bunting
(Secretary)

By

Frances B. Bailey
(Secretary)